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**GAIN LICENSE AGREEMENT**

(Version 3-1-06)

This License Agreement, dated March 22, 2006, (Effective Date) is between Chestnut Health Systems, Inc., an Illinois not-for-profit corporation, having an office at 720 W. Chestnut, Bloomington, Illinois 61701 (hereinafter called "Chestnut") and Department of Social and Health Services (DSHS)/Department of Corrections (DOC) (hereinafter called "Licensee"), organized under the laws of the State of Washington, having an offices across the state (listing attached).

**WITNESSETH:**

**WHEREAS**, Chestnut has created various copyrighted works and is willing to grant to Licensee a non-exclusive, non-transferable, limited license to reproduce and use some of said copyrighted works; and

**WHEREAS**, Licensee is desirous of obtaining the aforesaid licenses;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreements hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

**Section 1**      **Definitions**

a. As used herein the term "Licensed GAIN Products" refers to materials specifically identified in Section 7 hereto.

**Section 2**      **Ownership**

Chestnut warrants that it has the right to convey the licenses set forth herein, and that the Licensee's use of such Licensed GAIN Products in accordance with the terms of this Agreement shall not infringe any third party rights and copyright in the United States.

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a. Subject to the terms and conditions of this Agreement, Chestnut grants to Licensee, and Licensee accepts, a non-exclusive, non-transferable, limited license to reproduce and use the Licensed GAIN Products as identified in Section 7 and at locations identified in Section 8 hereto.

b. Licensee shall not have the right to assign, sub-license, transfer, pledge, lease, rent or share rights under this License Agreement.

c. Licensee acknowledges and agrees that the Licensed GAIN Products are proprietary products of Chestnut protected under the U.S. Copyright Law. All right, title and interest in and to the Licensed GAIN Products including associated intellectual property rights, are and shall remain with Chestnut. This License Agreement does not convey to Licensee an interest in or to the Licensed GAIN Products, but only a limited right of use.

d. The license fees paid by Licensee are identified in Section 9 hereto and are in consideration of the licenses granted under this License Agreement.

e. This License Agreement is effective for a period of 5 years from the effective date of this agreement. Licensee may terminate this License Agreement at any time by providing written notice to Chestnut and complying with the terms in Section 3f and 3g herein. Chestnut may terminate this License Agreement upon the breach by Licensee of any term hereof.

f. In the event of termination, Chestnut shall have no obligation to refund any amounts paid to it under this Agreement.

g. Upon expiration or termination, Licensee will discontinue use of GAIN Products but can maintain archival copies of the Licensed GAIN Products.

h. The licenses granted under this License Agreement are to be used only for the clinical practice and research conducted by the Licensee at locations indicated in Section 8 of this Agreement.

#### **Section 4**      **No Warranty**

a. Licensee shall be solely responsible for any use of the Licensed GAIN Products in its operations. Licensee agrees that Licensed GAIN Products are suitable for supportive clinical decision-making only when used under the supervision of someone qualified to make diagnosis and placement decisions under any and all applicable agency and local regulations and guidelines. Licensee bears full responsibility for the supervision of its own staff and how Licensee's staff utilizes Licensed GAIN Products.

b. In no event shall Chestnut be liable for damages of any kind (direct, indirect, special, incidental, or consequential) resulting from any deficiency, defect, error or malfunction in the Licensed GAIN Products, even if it has been advised of the possibility of such damage.

#### **Section 5**      **Confidentiality**

Licensee shall be responsible for maintaining and securing on behalf of Chestnut the Licensed GAIN Products in its possession or under its control. Licensee: (i) will protect the Licensed GAIN Products in the same manner that it protects its own confidential information and (ii) will



not remove or destroy any proprietary notice on the Licensed GAIN Products. Any termination of this License Agreement shall not terminate Licensee's obligation of confidentiality under this Section 5.

## **Section 6**      **Defending Rights**

In the event that any suit, claim or demand is threatened or brought against Licensee involving any claim that Licensee's use of the Licensed GAIN Products infringes any rights of others, Licensee shall promptly inform Chestnut thereof, and Chestnut shall have the right, at its option, to take exclusive charge of the defense, at its own expense, of any such suit, claim or demand, and of any negotiations for the settlement thereof. Licensee shall cooperate fully with Chestnut in the defense of any such actual or threatened suit, claim or demand or any related proceeding that Chestnut undertakes.

## **Section 7**      **Licensed GAIN Products**

This license does not include software. The Licensee is approved to use current versions of the following tools as well as other such GAIN materials that may be added during the license period. Please indicate below which products you will be using.

- ☐ Global Appraisal of Individual Needs - Initial (GAIN-I or GI)
- ☐ Global Appraisal of Individual Needs - Monitoring 90 (GAIN-M90 or GM)
- ☐ Global Appraisal of Individual Needs - Quick (GAIN-Q or GQ)
- ☐ Global Appraisal of Individual Needs - Quick Monitoring (GAIN-QM or GQM)
- ☐ Global Appraisal of Individual Needs - Collateral Assessment Form - Intake (GCI)
- ☐ Global Appraisal of Individual Needs - Collateral Assessment Form - Follow-up (GCM)
- ☒ Global Appraisal of Individual Needs - Short Screener (GAIN-SS or GSS)
- ☐ Global Appraisal of Individual Needs-Treatment Satisfaction Index (GAIN-TxSI)
- ☐ All of the Above
- ☐ Other(s) \_\_\_\_\_

The licensee will be given a web url, user ID, and password to access Licensed GAIN Products.

Use of the parenting practices section of the GCI and GCM requires additional permission from Patrick Tolan [ptolan@psych.uic.edu](mailto:ptolan@psych.uic.edu).

## **Section 8**      **Authorized Purposes and Locations**

This license is granted for use as specified below. If the site or project information below changes, please notify, GAIN Coordinating Center 720 W. Chestnut, Bloomington, IL 61701 in writing.

Program, Project, or Site Name: Washington State Integrated Screening and Assessment Project  
Organization Name (if different): DSHS/DOC

Grant Program (if applicable): NA

Grant No. (if applicable): NA

Sponsor/Funder (if applicable): NA

Main Contact/Program or Project Director Name: Ruth Leonard

Organization: Division of Alcohol and Substance Abuse

Address: PO Box 45330 (MS:45330)

City/State/Zip: Olympia WA 98504-5330

Country: USA

Phone: 360-725-3742

Fax: 360-438-8057

E-mail: leonamr@dshs.wa.gov

These products are licensed for use at the following organizations and locations. A separate page may be attached if necessary.

1. GAIN SS

**Section 9**      **License fees**

The Licensee agrees to remit \$100 for the use of GSS only across Washington state providers to Chestnut in consideration for this license. A list of contact information for the providers to be covered is has been provided to Chestnut Health Systems, via e-mail, and will be updated at least annually. Software purchase is not included in this license. The administration manuals may be downloaded at no charge to licensed users from [www.chestnut.org/li/gain](http://www.chestnut.org/li/gain) or may be purchased from the Chestnut bookstore at [www.chestnut.org/li/bookstore](http://www.chestnut.org/li/bookstore).

**Section 10**      **Renewal**

Upon the express written approval of Chestnut, this license may be extended in 5-year increments by contacting Gain Coordinating Center,, 720 W. Chestnut, Bloomington, IL 61701, 309-820-3543, x83413, [gaininfo@chestnut.org](mailto:gaininfo@chestnut.org)

**Section 11**      **Miscellaneous**

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois unless the Licensee is required by law to submit to governance by a state or Indian tribe.

b. Changes to the license may be requested by contacting GAIN Coordinating Center, 720 W. Chestnut, Bloomington, IL 61701.

c. Any notices recorded or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipts requested, with proper postage affixed to the parties at the following addresses:

If to Chestnut: Chestnut Health Systems, Attn: GAIN Coordinating Center, 720 W. Chestnut St., Bloomington, Illinois 61701

If to Licensee, the program director listed in section 8 (or list below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement, and all the remaining terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this License Agreement by their duly authorized officers as of the date specified on page 1.

LICENSEE:

*DSHS -*  
*Division of Alcohol*  
*State of WA - & Substance Abuse*  
(print or type organization name)

CHESTNUT HEALTH SYSTEMS, INC.,  
an Illinois not-for-profit corporation

By: *Sheryl Turner*  
(print or type name)

By: Michael L. Dennis, Ph.D.

Title: *Contracts Administrator*  
(print or type title)

Title: GAIN Coordinating Center Director  
and Senior Research Psychologist

Signature: *Sheryl Turner*

Signature: *M. L. Dennis*

Date: *6/1/06*

Date: *6/22/06*

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